

Request for Discharge of Federal Stafford (Subsidized or Unsubsidized), Federal Supplemental Loans for Students (SLS) and Federal PLUS Loans Due to School Closure



INSTRUCTIONS

Under a law recently passed by Congress, the liability to repay a Federal Stafford Loan, Supplemental Loans for Students (SLS) loan, and PLUS loan may be discharged if a borrower was unable to finish an educational program in which the borrower was enrolled because the school closed. This applies only to loans disbursed on or after January 1, 1986. If you qualify, this means you will not have to repay your student loan debt for the approved enrollment period. If you qualify and have already made payments, either voluntarily or through tax or lottery offsets, the remaining balance of your debt for the approved period can be discharged and your prior payments refunded to you.

To apply for the discharge of a student loan debt because of a closed school, you must complete this form and the reverse side, sign it and return it to the current holder of your student loan(s). You may have received this form from the current holder of your loan. If so, follow the current loan holder's instructions and return to the address which the current holder has provided. Keep a copy of your completed form and any other materials for your file.

If you do not know who the current holder of your student loan is (please check your records) and you believe the California Student Aid Commission is the guarantee agency for your loan(s), you may call (916) 445-0880 for information about the current holder of your loan(s).

I. BORROWER INFORMATION		(If different than when loan was guaranteed, also provide original name and/or Social Security number)	
Name (last, first, middle initial)			
Social Security number □ □ □ - □ □ - □ □ □ □		□ □ □ - □ □ - □ □ □ □	
Current address			
City		State	Zip code
Home phone number ()		Work phone number ()	
II. STUDENT INFORMATION (PLUS loans only)			
Name (last, first, middle initial)		Social Security number □ □ □ - □ □ - □ □ □ □	
III. CLOSED SCHOOL INFORMATION			
Closed school name			
Closed school address (at time of attendance)		City	State
			Zip code
Closed school U.S.D.E. number (if known)			
Dates of attendance (must be completed with best available information)			
From: Mo. _____ Day _____ Year _____ To: Mo. _____ Day _____ Year _____			
Course of study (education program)			
IV. LOAN PAYMENT HISTORY (please check only one box for each statement)			
<input type="checkbox"/> I have <input type="checkbox"/> have not made payments on this loan to my lender.			
<input type="checkbox"/> I have <input type="checkbox"/> have not made payments on this loan to a collection agency or the California Student Aid Commission.			
<input type="checkbox"/> I have <input type="checkbox"/> have not had involuntary payments made on this loan as a result of a tax or lottery offset.			

(See reverse side for certification and signature)

Borrower Certification

Please read the following statements carefully. If each of these statements is correct, sign and date this form and return it within 60 days to the holder(s) of your loans.



- ▲ I received proceeds from a Stafford, SLS or PLUS loan, in whole or in part on or after January 1, 1986, to attend a school.
- ▲ I did not make a claim with respect to the school's closing with any third party, such as the holder of a performance bond or a tuition recovery program. If I did, I received \$_____ personally or through its application as a credit against my loan obligation. If I did receive such funds, they will be deducted from any refund for which I might be otherwise eligible.
- ▲ I (or the student for whom I borrowed) did not complete the educational program at the school because the school closed while I (or the student for whom I borrowed) was enrolled or on an approved leave of absence, or I (or the student for whom I borrowed) withdrew from the school not more than 90 days before the school closed.
- ▲ I did not complete the program of study through a teach-out at another school or by transferring academic credits or hours earned at the closed school to another school, **or**, I am not presently attempting to complete the program at another school.
- ▲ I agree to provide, upon request by the United States Department of Education (or its designee), other documentation reasonably available to me that demonstrates, to the satisfaction of the Department, that I (or the student for whom I borrowed) meet the closed school discharge criteria.
- ▲ I agree to cooperate with the Department (or its designee) in enforcement actions covered by the closed school discharge provisions and to transfer any right to recovery against a third party, any right to a loan refund (up to the amount discharged) that I may have, by contract or applicable law with respect to the loan or the enrollment agreement for the program for which the loan was received, against the school, its principals, affiliates and their successor, its sureties, and any private fund, including the portion of a public fund that represents funds received from a private party.
- ▲ I agree to cooperate with the Department (or its designee) in any judicial or administrative proceeding brought by the Department (or its designee) to recover for amounts discharged or to take other enforcement action with respect to the conduct on which those claims were based.
- ▲ I agree that at the request of the Department (or its designee) and upon the Department's (or its designee's) tendering to the borrower the fees and costs as are customarily provided in litigation to reimburse witnesses, I shall:
- Provide testimony regarding any representation made by me to support a request for discharge; and,
 - Produce any documentation reasonably available to me with respect to those representations and any sworn statement required by the Department with respect to those documents and representations.
- ▲ I acknowledge that the Department may revoke the discharge, or may deny the request for discharge, if I fail to provide testimony, sworn statements, or documentation to support material representations made by me to obtain the discharge, or if I fail to provide testimony, a sworn statement, or documentation that does not support the material representations made by me to obtain the discharge.
- ▲ I acknowledge that upon discharge under the closed school provisions, I have assigned and relinquished, in favor of the Department any right to a loan refund (up to the amount discharged) that I (or the student for whom I borrowed) may have, by contract or applicable law with respect to the loan or the enrollment agreement for the program for which the loan was received, against the school, its principals, affiliates and their successors, its sureties, and any private fund, including the portion of a public fund that represents funds received from a private party.
- ▲ I understand that these closed school discharge provisions apply notwithstanding any provision of State law that would otherwise restrict transfer of such rights by me (or the student for whom I borrowed), limit or prevent a transferee from exercising those rights, or establish procedures or a scheme of distribution that would prejudice the Department's ability to recover on those rights.
- ▲ I understand that nothing in the closed school discharge provisions shall be construed as limiting or foreclosing my (or my student's) right to pursue legal and equitable relief regarding disputes arising from matters otherwise unrelated to the loan discharged.
- ▲ I understand that, if I am delinquent on my loans, I am agreeing to a forbearance unless I check the box below. The forbearance will cover the delinquent period to the date my lender received reliable information regarding the possibility of this loan discharge. A forbearance means my lender will add the unpaid accrued interest onto my loan principal (capitalization).
- ☐ I do not wish to receive a forbearance.

I hereby certify (or swear), under penalty of perjury, that all statements on this application are true and correct, to the best of my knowledge, including the certification above. I understand that making a false statement on this application is punishable by imprisonment, fine or both.

Applicant signature



Date